

DECISION



12030  
PL-1  
Mr. Hasfurther  
THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

FILE: B-194380

DATE: November 16, 1979

MATTER OF:

Southern Wood Piedmont Company--  
Reconsideration

DIGEST:

*[Request for Reconsideration of Mistake in Bid Allegation]*

Where issue raised is also before  
Contract Appeals Board, decision  
declining to rule on issue is  
affirmed since firm may not argue  
same issue before two forums.

The Southern Wood Piedmont Company (Southern Wood) requests that we reconsider our reconsideration (Southern Wood Piedmont Company--Reconsideration, B-194380, July 27, 1979, 79-2 CPD 58) of the original decision on Southern Wood's allegation of a mistake in bid as submitted to our Office by the Department of the Interior (Department of the Interior, B-194380, April 17, 1979, 79-1 CPD 271).

In its first request for reconsideration, Southern Wood contended that there was not an adequate verification request and offered as proof the testimony of one of its employees. Southern Wood states in its second request for reconsideration that it can provide testimony from a competing bidder on the procurement to support its position that verification was not proper.

In the first reconsideration we noted that:

"Southern Wood states that it has filed an appeal under the disputes clause of the contract with the Contract Appeals Board of the Department of the Interior 'over the facts surrounding the mistake and our bid, \* \* \*'"

We, consequently, declined to reconsider our decision on the basis that we did not believe that a firm should be allowed to pursue the same matter before two forums.

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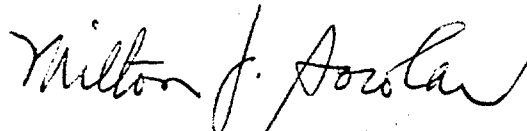
GTE Sylvania, Incorporated, B-192985, January 25, 1979,  
79-1 CPD 53.

Southern Wood requests a reconsideration of that conclusion on the basis that it did not refer the question of a mistake in bid to our Office and thus that it should have a right to have the decision reconsidered. Southern Wood believes that its appeal to the Contract Appeals Board (CAB) under the disputes clause is a form of relief separate and distinct from the relief requested of our Office.

The issue of the weight to be given certain testimony concerning the alleged mistake in Southern Wood's bid is not the real issue presented here. The issue is whether a bidder can maintain the same action simultaneously before two forums. In this respect, we note that where a bidder is pursuing the same matter that it presents to our Office in a court of competent jurisdiction, we have, as here, declined to rule on the issue presented. National Coordinating Council on Drug Education, B-191234, March 21, 1978, 78-1 CPD 223.

We have inquired of the CAB again and have been informed that the issues presented by Southern Wood are still the same as those which Southern Wood now wishes us to rule on. Further, although the CAB has now referred the matter back to the contracting officer for his written determination, Southern Wood has given no indication to the CAB that it intends to abandon its pursuit of the matter before the CAB. Accordingly, we believe that the same factual and legal situation exists as existed before, and we see no reason to consider issues already before another forum which is competent to rule on them. The fact that the agency initially requested our opinion on the mistake in bid has no effect on our conclusion.

We therefore decline to reconsider the reconsideration of our original decision.



For The Comptroller General  
of the United States